

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA

1. MGM RESTAURANTS, INC., and)
2. WWRS INC. d/b/a MAZZIOS,)
Plaintiffs,)
v.) Case No. CIV-12-485-W
1. PHILADELPHIA INDEMNITY)
INSURANCE COMPANY,)
Defendant.)

COMPLAINT

I. PARTIES

1. Plaintiffs, MGM Restaurants, Inc. and WWRS Inc. d/b/a Mazzios, are citizens of the State of Oklahoma and operate businesses in Grady County, which is located within the Western District of Oklahoma.

2. Defendant, Philadelphia Indemnity Insurance Company, is a foreign for profit insurance corporation incorporated and organized under the laws of a state other than the State of Oklahoma.

3. The principal place of business for Defendant, Philadelphia Indemnity Insurance Company, is within a state other than the State of Oklahoma.

4. The Defendant, Philadelphia Indemnity Insurance Company, is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this Court.

II. JURISDICTION

6. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

III. FACTS

7. At all times material hereto the Plaintiffs, were insured under the terms and conditions of policy numbers PHSD565002 and/or PHSD451920, issued by the Defendant, Philadelphia Indemnity Insurance Company.

8. On or about February 9, 2011, Rosalind Givins filed a cause of action against Plaintiffs for discrimination. A suit for discrimination is covered under the terms and conditions of the policies issued by the Defendant, Philadelphia Indemnity Insurance Company.

9. At all times material hereto, the Plaintiffs complied with the terms and conditions of their insurance policies.

IV. COUNT I-BREACH OF CONTRACT

10. The acts and omissions of the Defendant, Philadelphia Indemnity Insurance Company, in the investigation, recognition of coverage, and partial payment of the Plaintiffs' claims were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

V. COUNT II-BAD FAITH

11. The Defendant, Philadelphia Indemnity Insurance Company, was unreasonable in its investigation, recognition of coverage, and partial payment of the Plaintiffs' claim. Said unreasonable conduct constitutes bad faith for which extra-contractual damages are hereby sought.

VI. COUNT III-PUNITIVE DAMAGES

12. The unreasonable conduct of the Defendant, Philadelphia Indemnity Insurance Company, in the handling of the Plaintiffs' claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby being sought.

VII. DEMAND FOR JURY TRIAL

13. The Plaintiffs hereby requests that matters set forth herein be determined by a jury of their peers.

VIII. DEMAND FOR JURY TRIAL

14. Having properly plead their causes of action, Plaintiffs, MGM Restaurants, Inc. and WWRS Inc. d/b/a Mazzios, hereby seek contractual, bad faith, and punitive damages against the Defendant, Philadelphia Indemnity Insurance Company, as well as recovery of statutory attorneys' fees, all in an amount in excess of \$75,0000, exclusive of the statutory costs and interests which is also sought.

Respectfully submitted,

/s/ Amy R. Steele

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